

DOUGLAS COUNTY

if any, to be turned over to the legal owner of said real estate.

NOW, if the said Grantors, their heirs, executors, administrators, or assigns shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fires, if any, and shall keep said premises insured against fire and tornado in an amount equal, at least, to the amount of the loan, and deliver the policies covering said insurance in such form and in such companies as shall be acceptable and satisfactory to the said Association, and shall pay all taxes, rates, liens, charges and assessments upon or against such property and keep the same in good repair, and do and perform all things which the By-Laws of said Association require of its shareholders and borrowers as hereinbefore provided, then this mortgage shall be null and void; otherwise to remain in full force and virtue in law.

It is further agreed that, in case default be made in the payment of such sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the period of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments, dues and fines shall become due and the said Grantee or its successors, or assigns, may proceed to foreclose, or pursue any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. However, the said Grantee may, at its option, pay, or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantor, or assigns, and the amount so paid shall be a lien on said mortgaged premises, as herein described, and shall bear interest at the rate of ten per cent per annum until the same be paid, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether or not the Grantee elects to pay such taxes, insurance, charges, rates, liens and assessments, it is distinctly understood that in all cases of delinquencies as above enumerated, then, in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

The privilege is granted to the borrower to make payment and settlement of the debt secured by this mortgage before maturity of the stock herein mentioned, as provided by the By-Laws.

WITNESS our hands this 26th day of January, 1937

Miller J. Carpenter.
Anna S. Carpenter

STATE OF KANSAS, DOUGLAS COUNTY, ss:

BE IT REMEMBERED, That on this 26th day of January, A.D. 1937 personally appeared before the undersigned, a Notary Public in and for said County, Miller J. Carpenter and Anna S. Carpenter who are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as Grantors, and acknowledged the same to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

WITNESS my hand and notarial seal, the day and year last above written.

Arthur S. Peck
Notary Public

(SEAL) (My commission expires October 3rd, 1940)

Recorded January 26, 1937 at 1:00 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 3734

MORTGAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, THE KANSAS ELECTRIC POWER COMPANY, a Kansas corporation (hereinafter sometimes referred to as the "Company") has heretofore executed and delivered to THE AMERICAN EXCHANGE NATIONAL BANK and WILLIAM P. MALBURN, as Trustees, its certain indenture of mortgage or deed of trust, dated June 1, 1922, but actually acknowledged on August 16, 1922, (hereinafter sometimes referred to as the "Mortgage"), for the purpose of securing the payment of its corporate bonds issued and to be issued thereunder, which Mortgage has been duly recorded in certain counties in the State of Kansas, in the respective offices of the several Registers of Deeds, as follows, to-wit:

Leavenworth County, on August 21, 1922 in Book 259, Page 322,
Greenwood County, on August 10, 1926 in Book 118 of Mortgages, Page 502,
Morris County, on August 21, 1922 in Book 32, Page 614,
Lyon County, on August 21, 1922 in Volume 79, Page 289
Labette County, on August 21, 1922 in Book 87 of Mortgages, Page 497,
Wyandotte County, on August 21, 1922 in Record 518, Page 330,
Douglas County, on August 21, 1922 in Volume 62, Page 455, and

WHEREAS, on June 1, 1922, The American Exchange National Bank was a corporation organized under the laws of the United States of America and transacting the business of a national bank; and thereafter on August 1, 1925, said The American Exchange National Bank was duly consolidated with the Pacific National Bank of New York under the name of The American Exchange-Pacific National Bank; and on November 8, 1926, The American Exchange-Pacific National Bank went into liquidation in accordance with the laws of the United States and was reincorporated as a bank pursuant to the Banking Law of the State of New York under the name of The American Exchange Pacific Bank; and on December 11, 1926, The American Exchange Pacific Bank was duly merged into Irving Bank and Trust Company under the name of American Exchange Irving Trust Company; and on February 1, 1929, the name of American Exchange Irving Trust Company was duly changed to Irving Trust Company; and said Irving Trust Company is the successor to The American Exchange National Bank as Trustee under the Mortgage and indentures supplemental thereto; and

WHEREAS, subsequent to the date of the execution of said Mortgage, the Company executed and delivered to said THE AMERICAN EXCHANGE NATIONAL BANK and WILLIAM P. MALBURN, as Trustees under said Mortgage, a certain indenture supplemental to said Mortgage and dated as of the 1st day of June, 1923, which supplemental indenture has been duly recorded in certain counties in the State of Kansas, in the respective offices of the several Registers of Deeds, as follows, to-wit:

Leavenworth County, on September 24, 1923 in Book 259, Page 569,
Greenwood County, on August 10, 1926 in Book 118 of Mortgages, Page 531,
Morris County, on September 24, 1923 in Book 53 of Mortgages, Page 6,
Labette County, on September 24, 1923, in Book 92 of Mortgages, Page 139,
Douglas County, on September 24, 1923 in Volume 65, Page 12,
Lyon County, on September 24, 1923 in Volume 93, Page 120,
Wyandotte County, on September 28, 1923 in Record 551, Page 308; and

WHEREAS, the Company thereafter executed and delivered to THE AMERICAN EXCHANGE-PACIFIC NATIONAL BANK and WILLIAM P. MALBURN, as Trustees under said Mortgage, a certain indenture supplemental to said Mortgage and dated as of the 1st day of June, 1926, which supplemental indenture has been duly recorded

Not in existence of full property of the debt secured by this mortgage, as by Miller J. Carpenter and Anna S. Carpenter, who are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as Grantors, and acknowledged the same to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.